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The Honorable Jocelyn G. Boyd

Chief Clerk/ Executive Director

Public Service Commission of South Carolina 101 Executive Center Drive, Suite
100 Columbia, SC 29210

Alex Kadoshnikov v. Duke Energy Carolinas, LLC

Docket Number: 2020-218-E

Amended Complaint

Dear Ms. Boyd:

I - Alex am suing Duke Energy for Knowledge and Stop-Correct-Wrongs,

Closure, Fraud by confession, false-statements, Fraud & Misleading

Statements, Title 15: USCS 7 Penalty: \$25,000,000, Conspiracy-Civil,

Obstruction-evidence & Witness, Depriving Evidence & Witness, RICO,

Coloring of the Laws = Ailing, Criminal-Conspiracy = tort,

Criminal-Participation-Knowledge, Personal Damages, Obstruction of the

Law, Frauds and swindles, Fictitious name or address, Conspiracy,

Criminal Deprivation of Rights.

Relief requested: Remove all “smart meters” from all dwellings that Duke

Energy sells power to. I require the Commission to

require Duke Energy to remove all “smart meters” and replace them with analog meters.

Jurisdictional Allegations:

1. I resided at my dwelling at the time that Duke Energy sent a letter. The letter stated that the infrastructure would be upgraded and a new smart meter would be installed.
2. I contacted Duke Energy to exhaust all legal remedies spending at least eight hours on the phone. From customer service, to the smart meter department, spoke with Gene beach, Lean Purier, Tim Moore, Will Scott, Dulin Smith, Greg Sherbrit. I reached out and offered to settle three times with Mr. Wellborn. I reached out and offered to settle with many other individuals including the head of the smart meter department with no success spending approximately about 40 minutes once on the phone, and another hour and a half a second time. If I was to estimate all the phone calls it would be at least ten hours of calls trying to exhaust all legal remedies to settle this case before and now at the Public Service Commission.
3. I contacted the Regulatory Staff to file a complaint. I spoke with Brad Kirby for approximately 2.5 hours in total, three different conversations. I spoke with Chad Campbell his supervisor. And finally with Dawn Hipp. Dawn even gave me her direct line, to be used if I had any more questions.
4. The regulatory staff directed my complaint to the Public Service Commission. Mr. Stark was very helpful, as well as Mr Butler. Mrs. Alvarez has been very helpful as well. And as Mr. Butler has stated before, it is in the Commission's best interest to settle this matter (my paraphrase).
5. The Commission hears matters involving regulated utilities, but cannot award any monetary damages other than refunds for overpayments. And South Carolina Code of Laws - Title 58 - Public Utilities, Services and Carriers CHAPTER 3, Public Service Commission, ARTICLE 1, General Provisions gives the Commission jurisdiction in this matter.
6. “Duke Energy has used fictitious conveyance of language. Along with other violations of law. For example in this document “Petition of Duke Energy

Carolinas, LLC for an Accounting Order to Defer Energy Certain Costs Related to Advanced Metering Infrastructure (AMI). Document can be found here:

<https://dms.psc.sc.gov/Attachments/Matter/9668ec07-62ea-4c94-bc80-d9c93f506f61>.

7. Duke Energy has used false statements from the original filing of the smart meter application with the Public Service Commission.
8. Documentation regarding smart meters was not provided when requested by Alex.
9. Excuses given as to why no paperwork can be provided regarding smart meters.
10. Discovery requests all include false statements. Misleading statements in every discovery request. False statements in the above document “petition of Duke Energy Carolinas, LLC for an Accounting Order to Defer Energy Certain Costs Related to Advanced Metering Infrastructure (AMI).”
11. Contract (<https://www.law.cornell.edu/wex/contract>) An agreement between private parties creating mutual obligations enforceable by law. The basic elements required for the agreement to be a legally enforceable contract are: mutual assent, expressed by a valid offer and acceptance; adequate consideration; capacity; and legality. In some states, element of consideration can be satisfied by a valid substitute. Possible remedies for breach of contract include general damages, consequential damages, reliance damages, and specific performance.
12. Duke Energy, did you provide an offer?
13. Was your offer accepted?
14. If so, who has first hand knowledge?
15. Can this individual take the witness stand?
16. Will they swear the oath to tell the truth, the whole truth, so help me God?
17. What consideration was provided?
18. Who is the first hand witness?
19. Can you provide the wet ink signatures to the above question 18?
20. Can this individual take the witness stand?
21. Will they swear the oath to tell the truth, the whole truth, so help me God?
22. Explain how this was legal?
23. Was the contract legal?

24.If yes, how in reference to question 23?

25.If not, how in reference to question 23?

Notice of terms (for all parties to be able to understand each other - these questions are to be answered)

26.Duke Energy uses double-spacing along with blank spaces throughout all correspondence. It is a concern of this claimant, hereinbefore “principal”, that said arrangement may be interpreted to mean void continuum or void continuum of evidence.

27.Does double spacing mean void continuum?

28.Why or why not?

29.Please provide for me the following: the styles manual that your company uses.

30.Please provide: the syntax structure sequence that your company uses.

31.Please provide: the rules for spacing, boxing, quotations, and what would and would not constitute as void continuum of evidence within the paper agreements.

32.Do blank spaces in the agreement void the continuum of the evidence, or void any agreement stated in the paper agreement?

33.Why or why not to the above?

34.What are the company rules for double-spacing?

35.Does your company use a styles manual?

36.What are my rights in the signed agreements, hereinafter contract?

37.Does your company have a four-corner rule, meaning anything in brackets, parentheses, or italics is a separate matter from the page?

38.Why or why not to the above?

39.Do the words in the contract have one meaning per word?

40.Why or why not to the above?

41.Or do the words have contranymy and/or other variables for interpretation, which may be misleading?

42.If the latter is true, who is the party that would be responsible for interpretation of said contract?

43.Will this be left up to a court or a third party for “judicial interpretation”?

44.Or is it based on common opinion?

45.Does this contract, paper agreement, comply with federal law?

46. Could I have a copy of the policies and terms for use of language?
47. Who ensures this contract?
48. Why or why not to the above?
49. Does this contract have international application?
50. Could I have a copy of all insurance policies for this contract?
51. Why or why not to the above question 50?
52. What is your definition of plain language?
53. South Carolina Code of Laws SECTION 58-40-10 6) meets all applicable safety, performance, interconnection, and reliability standards established by the commission, the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, the federal Energy Regulatory Commission, and any local governing authorities.
54. I require all original documents filled with the commission concerning safety, performance, interconnection, reliability standards. You have 10 days to provide this.
55. I require from point 53 the original documents - safety, performance, interconnection, reliability standards from National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, the federal Energy Regulatory Commission, and any local governing authorities.
56. 2013 South Carolina Code of Laws Title 36 - Commercial Code CHAPTER 2 - COMMERCIAL CODE--SALES SECTION 36-2-302. Unconscionable contract or clause. A "present sale" means a sale which is accomplished by the making of the contract.
57. Provide the original contract in point 56. You have 10 days to provide this.
58. (From point 56) Goods or conduct including any part of a performance are "conforming" or conform to the contract when they are in accordance with the obligations under the contract. What conformed in your contract Mr. Wellborn?
59. (From point 56) Termination" occurs when either party pursuant to a power created by agreement or law puts an end to the contract otherwise than for its breach. On "termination" all obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives. Did we have an agreement or contract Mr. Wellborn?

- 60.If it was an agreement, explain and produce (from above point 59).
- 61.If it was a contract, explain and produce the original (from point 59).
- 62.Cancellation" occurs when either party puts an end to the contract for breach by the other and its effect is the same as that of "termination" except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.
- 63.Do I have a right to cancel an agreement?
- 64.Do I have a right to cancel a contract?
- 65.(<https://www.justice.gov/crt/deprivation-rights-under-color-law>) Section 242 of Title 18 makes it a crime for a person acting under color of any law to willfully deprive a person of a right or privilege protected by the Constitution or laws of the United States. Does Duke Energy collect usage data?
- 66.Do residents have a reasonable expectation of privacy when it comes to data collection?
- 67.Do smart meters show the amount of electricity being used inside a home in increments of time?
- 68.How often do they show this? Relating to the above question?
- 69.Do Smart meters show when that energy is used? (Relating to question 67)
- 70.Do Individual appliances have distinct energy-consumption patterns or “load signatures?”
- 71.Do These load signatures allow you to tell when people are home?
- 72.These load signatures allow you to tell what they are doing?

General Factual Allegations - Duke Energy has violated the below points:

1. ~Title~42: USCS~1986 Knowledge and Stop-Correct-Wrongs.
2. ~FRCP-26-E :Closure.
3. ~FRCP-9-B: Fraud by confession.
4. ~Title~18: USCS~1001 & 1002: false-statements.
5. ~Title~15: USCS~1692E Fraud & Misleading Statements.
6. ~Title~15: USCS~78 ~ ff: Penalty: \$25,000,000.
7. ~Title~42: USCS~1985-1: Conspiracy-Civil.
8. ~Title~42: USCS~1985-2: Obstruction-evidence & Witness.
9. ~Title~42: USCS~1985-3: Depriving Evidence & Witness.

- 10.~Title~18: USCS~1961: RICO.
- 11.~Title~18: USCS~242: Coloring of the Laws = Ailing.
- 12.~Title~18: USCS~241: Criminal-Conspiracy = tort.
- 13.~Title~18: USCS~3: Criminal-Participation-Knowledge.
- 14.~Title~42: USCS~1983: Personal Damages.
- 15.~Title~18: USCS~1512: Obstruction of the Law.
- 16.~Title~18: USCS~1341: Frauds and swindles.
- 17.~Title~18: USCS~1342: Fictitious name or address.
- 18.~Title~18: USCS~241: Conspiracy.
- 19.~Title~18: USCS~242: Criminal Deprivation of Rights.
- 20.~16 U.S. Code § 2601. The Congress finds that the protection of the public health, safety, and welfare, the preservation of national security...
21. South Carolina Code of Laws SECTION 58-40-10.
- 22.2013 South Carolina Code of Laws Title 36 - Commercial Code CHAPTER 2 - COMMERCIAL CODE--SALES SECTION 36-2-302. Unconscionable contract or clause.

Duke Energy you have 10 days from the receipt of this notice to respond by point by point basis to all of the above - due by June 17th 2021 at 9:30 am eastern time.

This amended complaint is enforceable and irrevocable.

A copy hereof and of all attachments to this correspondence was provided to opposing party by email.

Wherefore I move the court for an order granting judgement favorable to the plaintiff - to remove all smart meters from dwellings serviced by Duke Energy.

And replace them with analog meters together with such other and further relief as

the court may deem reasonable and just under the circumstances.

:Sir~Alex:

:All~rights~reserved:

:Copy-right~ /~copy-claim: